DIGIGRAM
GENERAL TERMS OF USE

1. LEGAL NOTICES

This website and the IQOYA CONNECT service are published by Digigram Digital, a French company with capital of 1,003,363 euros, whose registered office is located at 82 Allée Galilée 38330 Montbonnot Saint Martin, registered on the RCS (Companies Register) of GRENOBLE under number 844 926 014 (hereinafter referred to as "Digigram").

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2. DEFINITIONS

The terms used in these general terms of use shall have the following meanings:

- **GTU**: refers to these General Terms of Use.

- **Content**: refers to the information, data, texts, software, music, sounds, photographs, images, videos, messages or any other elements that may be put online by a User using the Service.

- **Contract**: means the contract concluded on the basis of Digigram's general terms of sale, authorizing access to the Service by the User.

- **Service**: means the "IQOYA CONNECT" service available on the Site.

- **Site**: refers to Digigram's sites, in particular www.digigram.com and/or connect.iqoya.com.

- **User**: means a natural person who has access to the Service.

3. GENERAL INFORMATION

By accessing the Site and using the services available on the Site, each User agrees to be bound by these GTU. Digigram reserves the right to change these GTU at any time. In such an event, all Users of the Service will be informed by any useful means (email, notification at the time of connection, etc.). Continued use of the Service constitutes acceptance of the amended GTU.

4. TERMS OF ACCESS - INTERNET

The equipment (computer, software, telecommunication means, etc.) necessary to access the Service is the exclusive responsibility of Users, as are the telecommunication costs incurred by their use. Use of the Internet involves risks, in particular that data transmitted in this way may be intercepted, altered or destroyed. By using the Service, Users accept these risks and Digigram disclaims all liability in this regard.

5. USE OF SERVICES

Users can access the Service via the Internet using the user ID they are given when their subscription is activated. Each User is responsible for the quality and confidentiality of their password and user ID, and for all activity associated with their User account.

Users undertake to notify Digigram immediately of any unauthorized use of their password or account or any other breach of security. Digigram shall not be liable for any loss of data or damage arising from the User's failure to comply with these GTU.

Users undertake to make reasonable use of the Service and in particular to turn off unnecessary audio communications in order to avoid overloading the Service. Under all circumstances, Users undertake not to allow audio communications to run for more than twenty-four (24) hours.

6. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF THE SERVICE

Digigram owns and retains all intellectual property rights for the Service and the Website. Digigram grants the User, on a personal basis, the non-exclusive and non-transferable right to use the Services and any associated software on a single compatible terminal (telephone, computer), it being specified that Users may not (and may not grant permission to others) copy, modify, create a derivative work, reverse the design or assembly, or otherwise attempt to obtain the source code of the associated software (except as provided by law), sell, assign, sub-license or transfer in any way whatsoever any rights relating to the Services or associated software.

The User undertakes not to modify the Services or associated software in any way or to use modified versions of the associated software and Services, in particular (without this list being exhaustive) with a view to obtaining unauthorized access to the Service(s). The User agrees not to access the Service(s) by any means other than through the Website.

6.2 OWNERSHIP OF CONTENT

Users shall remain the owners of their Content and Digigram shall not use it for any purpose other those specified in the Contract.

7. USER CONTENT

7.1 GENERAL INFORMATION

The User declares and acknowledges that they are aware that the Content that they disseminate is their sole responsibility.

The User is solely responsible for Content that they post, upload, send or transmit in any way through the Services. Except as expressly provided herein, Digigram does not monitor Content transmitted via the Services and therefore does not guarantee the timeliness, legality, probity or quality of such Content. In no event may Digigram be held liable for any Content, including any Content that is unlawful under applicable law, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content displayed or transmitted through the Services.

In general, the User undertakes to comply with all the laws and regulations in force concerning the prohibition of the distribution of pornographic, paedophilic or obscene images, or images that seriously violates human dignity. Similarly, the User shall not harass other Users by continuing to attempt to communicate or communicating with any person who has clearly asked the User to cease communication. The User is responsible for ensuring that their conduct towards other Users is lawful and complies with all applicable laws.

In general, and without this list being considered exhaustive, Users shall not:
- upload, send, transmit, post or display by any means, any Content that is unlawful, harmful, threatening, violent, abusive, constitutes harassment, or is defamatory, libellous, obscene, pornographic, threatening or invasive of another's privacy or human dignity, hateful, racist or any other way reprehensible;
- post, transmit, promote or facilitate the distribution of any Content that is unlawful or objectionable to a reasonable person (threatening, defamatory, vulgar, obscene, hateful, racist, etc.) or use hateful or vulgar language (even if obscured by symbols or other characters).
- defame other Users, make offensive or indecent statements;
- upload, send, transmit, put online, display any Content that could constitute, including but not restricted to incitement to suicide, incitement to commit crimes and offences; incitement to discrimination, hatred or violence on the grounds of race, ethnicity, religion or nation; justifications for Nazism, disputing the existence of crimes against humanity or recognized genocides;
- upload, send, transmit, post or display any Content that could result in the corruption of minors;
- upload, send, transmit, put online, post any Content that could constitute fake news or undermine the rule of law;
- upload, send, transmit, post or display any Content intended to display or sell prohibited items and/or material;

- attempt to mislead other Users by impersonating another person's name or company name, and in particular by impersonating an employee, associate, partner or affiliate of Digigram, a moderator, or a hosting service;
- pretend to be anyone they are not. Users shall not impersonate any other User, or celebrity, or communicate under a false name, capacity, or pseudonym that the User is not authorized or entitled to use;
- forge headers or in any way manipulate user IDs in such a way as to disguise or misrepresent the origin of Content transmitted through the Service;
- upload, post, transmit by any means any Content that the User would not be entitled to disseminate by virtue of the laws and regulations or legal procedures or contracts (including but not limited to inside information, privileged information, confidential information learned or disclosed under an employment contract or confidentiality agreement);
- upload, post, transmit by any means any Content that infringes any patent, trademark, trade secret, copyright, intellectual property right or other proprietary right of any party;
- upload, post or otherwise transmit any Content that contains computer viruses or any other computer code or software designed to interfere with, disrupt, destroy or limit the normal operation or functionality of any computer software, computer, server, or electronic communications equipment, without this list being exhaustive.

7.2 REPORTING

In accordance with Article 6. I. paragraph 7 of French Law No. 2004-575 of 21 June 2004 on trust in the digital economy ("LCEN"), Digigram has set up a reporting system identified by the link "Report abuse" which is easily accessible and visible to all and which allows Users of the Service to bring to its attention any data which attempts to justify crimes against humanity, incites racial hatred or child pornography, incites violence or violates human dignity, as well as the offences referred to in the fifth and eighth paragraphs of article 24 of the French law of 29 July 1881 on the freedom of the press, and articles 227-23 and 227-24 of the French Penal Code.

The User acknowledges that if Digigram is notified by a third party or by any other means that any Content accessible through the Services or transmitted through the Services is unlawful, Digigram shall have the right to immediately remove or disable access to such Content in accordance with article 6. I. 7. of Law No. 2004-575 of 21 June 2004 on trust in the digital economy, and shall pass on said Content as well as the User's identification data to the judicial authorities on their request.

7.3 RESPONSIBILITY FOR CONTENT AND TERMINATION OF THE ACCOUNT

The user also declares and acknowledges that they must exercise good judgement, and bear all risks associated therewith, in the use made of the Content and in particular in relying on the timeliness, usefulness or completeness of the Content. Consequently, the User acknowledges that they alone are responsible for the use they make of the Content.

In the event that a User fails to comply with one or more of the rules set out in these GTU, Digigram reserves the right to block the account of the User concerned, to automatically delete the disputed messages or Content, whatever their nature, to prevent the publication of all or part of a User's Content, and/or to block their access to all or part of the Services, temporarily or permanently, without compensation or reimbursement, and without prejudice to any recourse that may be available to the User concerned.

The User remains solely responsible for any damage they may cause to another User or third party by using the Service.

7.4 STOPPING THE SERVICE

Termination of the Service, for whatever cause, entails the deletion of all Content stored, hosted, collected and more generally used and/or exploited by the User within the framework of the Service, including any back-ups.

8. LIABILITY

8.1 DIGIGRAM'S LIABILITY

Digigram cannot be held responsible for the use of the Services by Users. In particular, Digigram shall not be liable in any way for Content posted, uploaded, sent, received or transmitted by Users or present on third-party sites on the basis of Content generated when using the Service.

In no way can Digigram's liability be entailed on grounds of the following:
- o use of the Services not in accordance with the terms of the Contract and/or the GTU;
- o non-performance, failure, malfunction or unavailability of the Services resulting from a third party (excluding Digigram's subcontractors), the User, or the User's failure to comply with their obligations;
- o indirect damage such as, in particular, commercial prejudice or disturbance, loss of orders, operating loss, damage to the brand image, loss of profits or of Users (for example, untimely disclosure of confidential information concerning them as a result of a system defect or hacking, action by a third party against the User, etc.);
- o loss, disclosure or illicit or fraudulent use of the User's means of authentication by the User or third parties;
- o suspension of access or temporary or permanent suspension of the Service under the conditions specified in Article 6 of the

LCEN (in particular resulting from a request from a competent administrative or judicial authority, or notification from a third party within the meaning of Article 6 of the LCEN or equivalent);
- o loss, alteration or destruction of all or part of the Content stored, collected or hosted as part of the Service;
- o inadequacy of the Services in relation to the User's requirements; and
- o security incidents related to the use of the Internet, including loss, alteration, destruction, disclosure or unauthorized access to the User's data or information on or from the Internet.

8.2 USER'S LIABILITY

The User acknowledges that they have been informed and accept that Digigram shall not be liable in any way for the creation, modification, deletion, or failure to receive, transmit or store any User data, which is the sole and entire responsibility of the User. Similarly, the User acknowledges that Digigram remains free to modify the name of its online Services at any time, without this constituting a modification of these GTU and without this modification giving rise to any right of recourse on the part of the User.

Any data, and in particular any software, downloaded by the User, or obtained in any other way while using the Service, is done so at the User's own risk. The User is solely responsible for any damage to their computer or loss of data resulting from the downloading of such data or from the consultation and use of the Services.

9. ACCESS TO THE SITE - AVAILABILITY

Digigram endeavours to provide access to the Site 24 hours a day, 7 days a week, except in the case of force majeure or an event beyond Digigram's control, and subject to possible breakdowns and maintenance necessary for the normal operation of the Site and the Services.

As a result, Digigram cannot guarantee the availability of the Site and/or the Services, the reliability of transmissions and performance in terms of response times or quality. No technical assistance is provided for Users, by electronic means or by telephone.

Digigram shall not be liable if Users are unable to access this Site and/or use the Services.

In addition, Digigram may interrupt access to the Site or any part of the Services at any time without notice, without this creating any entitlement to compensation. The User acknowledges and accepts that Digigram shall not be liable for any interruptions to access, or the consequences thereof for the User or any third party.

10. DATA PROCESSING

10.1 PERSONAL DATA

In the context of this Contract, Digigram may collect personal data. In accordance with Regulation (EU)

2016/79 of the European Parliament and Council of 27 April 2016 (hereinafter "GDPR"), Digigram undertakes to collect only information that is strictly necessary for the operation of the Service.

Personal data will be communicated upon request, and rectified in the event of error or modification. It will not be passed on or sold to a third party without Digigram obtaining the consent of the person(s) concerned.

10.2 Data security

Digigram undertakes to implement appropriate technical means to ensure the security, integrity and confidentiality of data and in particular to protect it against any accidental or illicit destruction, alteration, distribution or unauthorized access as well as against any other form of illicit processing or communication of the data to unauthorized persons.

Digigram therefore undertakes to host the Data on secure servers and to implement a daily backup that is kept for 30 days.

10.3 Use of data - Restitution

Data may be freely used by Digigram for statistical, analytical and service improvement purposes.

Users may recover their data at any time for any reason. Digigram undertakes to return to data belonging to Users on any medium and undertakes not to keep any copy or to use it outside the strict execution of the Contract.

Similarly, in the event of termination of the Contract, for whatever reason, Digigram undertakes to return and/or destroy, at the User's request by registered letter with acknowledgement of receipt, within a period of thirty (30) days from the date of receipt of this request, all the data belonging to the User.

11. COOKIES - HYPERLINKS

11.1 Cookies

Users are informed that during their visits to the Site and for the use of the Service, cookies may be installed on their browser.

Cookies do not contain personal information and cannot be used to identify anyone. The information contained in the cookies is used to improve the Site and to provide optimal content for the User.

11.2 Hypertext links

If hypertext links are entered by the user on the Site, the web pages to which these links lead are not the responsibility of Digigram, which has no control over these links.

Consequently, the User shall not hold Digigram responsible for the content and resources relating to these hyperlinks.

12. CONFIDENTIALITY

Digigram and the User agree to keep confidential all information relating to the Service, and any other information that may come to their knowledge in the performance of the Service.

In particular, any information relating to the design, technical development or features of the Service received from the other Party is considered Confidential Information.

Digigram and the User shall restrict the dissemination of such information to those third parties who must necessarily be aware of it and whom they guarantee will respect the confidentiality of the information provided.

The following cannot be considered Confidential Information:

- information disclosed to either party by third parties before the other party has disclosed them, or
- which would be in the public domain without the recipient having contributed to its disclosure, or,
- information that were created independently by the receiving party.

This confidentiality clause will continue to apply for an additional three (3) years after the termination of the subscription, regardless of the grounds.

13. FORCE MAJEURE

Digigram shall not be liable, or deemed to have breached these GTU, for any delay or failure to perform, where the cause of the delay or failure to perform is related to force majeure as defined by the case law of the French courts including, without limitation, acts of God, hacker attacks, unavailability of materials, supplies, spare parts, personal equipment or other equipment, or the interruption, suspension, curtailment or disruption of electricity or other power supplies or any disruption of the electronic communications network.

14. FINAL PROVISIONS

14.1 Modification of the GTU - Applicable law and jurisdiction

The GTU are governed by the laws and regulations of the French Republic, which the User expressly accepts.

The language applicable to these GTU, which shall prevail between the Parties and before any court, is French. Any notification, interpretation, execution or litigation relating to the GTU must be carried out in French.

In the event that a dispute arises between Digigram and the User concerning the validity, execution or interpretation of the GTU, the parties shall try to resolve it amicably beforehand.

In this respect, the more diligent Party shall notify the other Party of the start of the amicable phase. If, at the end of a period of thirty (30) working days from the notification, Digigram and the User are unable to reach an agreement, THE DISPUTE WILL THEN BE BROUGHT BEFORE THE GRENOBLE COMMERCIAL COURT, WHICH SHALL HAVE EXCLUSIVE JURISDICTION, by the most diligent Party, even in the event of summary proceedings, third-party appeals or multiple defendants.

14.2 MISCELLANEOUS PROVISIONS

If one of the provisions of these GTU should be cancelled or deprived of all or part of its effect by a decision or an event beyond the control of one of the Parties, this nullity or deprivation of effect shall not entail the nullity of the other provisions of the GTU.

The fact that Digigram does not exercise its rights in relation to a failure by a User to honour any of the obligations referred to in these GTU shall not be interpreted as a waiver of the obligation in question.

These GTU represent the entire agreement between Digigram and the User relating to its subject and supersede any prior agreement (express or implied) between them in this regard (in any form, including by oral exchange or exchange of letters, memoranda, or other documents), except as otherwise specifically provided.